



Revision number: 1

Purchasing Agent: Debbie Gundersen  
(801) 538-3150**Item: Long Distance-Local Loop-Inbound and Outbound t-1 LD Access, Directory Assistance, Calling Cards, Audio/Web Conferencing Services and Domestic Toll Free**Vendor: 94264A Qwest Communications Corp.  
250 Bell Plaza, Suite 1011  
Salt Lake City, Utah 84111Internet Homepage: [www.qwest.com](http://www.qwest.com)

Telephone: (801) 575-1050

Fax number: (801) 521-4345

Contact: Andrew Howlett

Email address: [andrew.howlett@qwest.com](mailto:andrew.howlett@qwest.com)

Brand/trade name: Qwest

Price: See attached

Terms: Net 30

Effective dates: 02/04/2005 through 02/28/2009

Days required for delivery: 5 days to begin implementation order

Price guarantee period: Contract Term

Minimum order: None

Min shipment without charges: N/A

Other conditions: Potential renewals through 02/28/2011

---

**ADD DOMESTIC INTERSTATE TOLL FREE, SWITCHED-SWITCHED, INBOUND  
INTERSTATE AND INTERLATA AMENDMENT FOR PRICING AND T&C REVISIONS.**

---

Remit To: Qwest Communications  
Department 047  
Denver, Colorado 80271

This statewide contract is an "AR" (Authorization Required) contract. Authorization is required before purchase can be made. The authorization requirements and procedure is detailed in the attachment to the contract. Order may be placed only after authorization is received. This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



STATE OF UTAH CONTRACT NUMBER: **AR1848**

June 22, 2005

**AUTHORIZATION REQUIRED:** DAS/ITS (INFORMATION TECHNOLOGY SERVICES) ADMINISTERS STATE AGENCY PURCHASES FROM THIS CONTRACT. STATE AGENCIES (EXECUTIVE BRANCH) MUST COORDINATE THEIR PURCHASE THROUGH DAS/ITS AND MAY NOT PURCHASE DIRECTLY FROM THE CONTRACTOR.

PLEASE CONTACT BILL THEEL WITH DAS/ITS AT 801-538-3333 FOR ASSISTANCE. DAS/ITS WILL CHARGE STATE AGENCIES BASED ON DAS/ITS' UNIVERSAL SURCHARGE RATE PLAN. POLITICAL SUBDIVISIONS (SUCH AS HIGHER EDUCATION, PUBLIC EDUCATION, CITIES AND COUNTIES) MAY PURCHASE DIRECTLY FROM THE CONTRACTOR WITHOUT STATE INVOLVEMENT.

**AMENDMENT 2 TO THE  
STATE OF UTAH - STATEWIDE CONTRACT  
CONTRACT NUMBER AR1848**

This is Amendment 2 to the Statewide Contract between the **Division of Purchasing and General Services (State or Customer)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and **Qwest Communications Corporation**.

Qwest and State wish to amend the Statewide Contract as follows:

1. Revision of Services. The pricing table below replaces in its entirety the pricing table outlined in Section 3.b. of Amendment 1 to the Agreement for Switched-Switched Inbound Intrastate and IntraLATA per minute rates and Switched-Dedicated Inbound Intrastate and IntraLATA per minute rates.

State of Origination	Switched – Switched Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Switched – Dedicated Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)
Utah	\$0.0474	\$0.0300

2. Pricing. New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

3. This Amendment will be effective as of the last signature date (the "Amendment Effective Date") and be deemed incorporated by reference into the Statewide Contract. All other terms and conditions in the Statewide Contract will remain in full force and effect and be binding upon the parties. This Amendment and the Statewide Contract set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

**The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.**

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

**QWEST COMMUNICATIONS CORPORATION**



Susan Baker  
Lead Finance Analyst

7/6/05  
Date

**STATE OF UTAH**



Douglas G. Richins, Director  
Division of Purchasing

7/8/05  
Date

**STATE OF UTAH**



Division of Information Technology Services

7/08/05  
Date

**AMENDMENT 1 TO THE  
STATE OF UTAH - STATEWIDE CONTRACT  
CONTRACT NUMBER AR1848**

This is Amendment 1 to the Statewide Contract between the **Division of Purchasing and General Services (State or Customer)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and **Qwest Communications Corporation**.

Qwest and State wish to amend the Statewide Contract as follows:

1. Amend to remove the last sentence in Section 17 Definitions "Individual Customer" to read as follows:

17. Definitions.

"Individual Customer" will be defined as follows: The State of Utah DAS/Division of Information Technology Services (ITS) will be the responsible "Customer" for the state executive and judicial branches of government. Any other State agency and each political subdivision, as a Government Entity located in the State of Utah, that uses these Services will be treated as if they were Individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. ITS will be responsible for the agencies that it represents. Qwest will apply the charges to each "Individual Customer" individually.

2. Amend Section 2 Term to read as follows:

2. Term. The Initial Term is set forth in the "Initial Term" Section on the signature page of this Agreement and shall terminate on February 28, 2009. At the end of the Initial Term, this Agreement may be renewed on an annual basis under the same terms for one, two-year renewal period (a "Renewal Term") by processing an amendment signed by both parties unless either party elects to terminate this Agreement by providing written notice of termination to the other party at least 120 days prior to the expiration of the then current Term. The Initial Term and each Renewal Term are referred to as the "Term." Qwest will maintain all Agreement rates, e.g., long distance, calling card, directory assistance, audio/video conference services, etc., for one year following expiration of the "formal" Agreement or Term to allow the Customer sufficient time to convert to subsequent (new) contract supplier(s). The Agreement will be considered a month to month Agreement during the additional year.

3. Addition of Services. Customer is adding to the Services set forth in the Domestic Voice Service Exhibit to the Agreement. The Services outlined below are added to, and constitute a part of, the Agreement and the existing Services.

- a. Add the pricing table below to the pricing tables outlined in Section 4 of the Domestic Voice Service Exhibit:

Domestic Interstate Toll Free	Per Minute Base Rate
<i>Origination – Termination</i>	
Switched – Dedicated	\$0.0190
Switched – Switched	\$0.0330

- b. Add the pricing table below to the pricing tables outlined in Section 5 of the Domestic Voice Service Exhibit:

State of Origination	Switched – Switched Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Switched – Dedicated Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)
Utah	\$0.0499	\$0.0300

4. Pricing. New pricing under this Amendment, if any, applicable to Customer's existing Services will become effective at Qwest's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date.

5. This Amendment will be effective as of the last signature date (the "Amendment Effective Date") and be deemed incorporated by reference into the Statewide Contract. All other terms and conditions in the Statewide Contract will remain in full force and effect and be binding upon the parties. This Amendment and the Statewide Contract set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

**The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.**

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

**QWEST COMMUNICATIONS CORPORATION**

Susan Baker  
Susan Baker  
Lead Finance Analyst

6/15/05  
Date

**STATE OF UTAH**

D. G. Richins  
Douglas G. Richins, Director  
Division of Purchasing

JUN 21 2005  
Date

**STATE OF UTAH**

Ken Elliott  
Division of Information Technology Services

06/21/05  
Date

**STATE OF UTAH - STATEWIDE CONTRACT**  
**CONTRACT NUMBER AR1848**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services (State or Customer)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR**:

Qwest Communications Corp. (Qwest)

Name

250 Bell Plaza, Ste. 1011

Address

Salt Lake City, Utah 84111

City

State

Zip

**LEGAL STATUS OF CONTRACTOR**

- ☐ Sole Proprietor  
☐ Non-Profit Corporation  
☒ For-Profit Corporation  
☐ Partnership  
☐ Government Agency

Federal Tax ID# 04-6141739

Vendor # 94264A-D

Commodity Codes: 91577

Vendor Contact Person: Andrew Howlett

Vendor Phone #: 801-575-1050

Vendor Fax #: 801-521-4345

Vendor email address: www.qwest.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:  
Intralata (Intrastate) Long Distance, Interlata (Interstate) Long Distance, International Long Distance, Calling Cards, Directory Assistance, Audio/Web Conferencing Service, Long Distance-Local Loop-Outbound T-1 LD Access.
3. **CONTRACT PERIOD:** Effective date \_\_\_\_\_ Termination date 2/28/2009 unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: 2-1 year renewal options.
4. **PRICING AS PER ATTACHMENT B**  
**PAYMENT TERMS:** Net 30  
**DAYS REQUIRED FOR DELIVERY:** 5 Days to Begin Implementation Order.  
**MINIMUM ORDER:** None  
**FREIGHT TERMS:** Not Applicable
5. **ATTACHMENT A:** Standard Terms and Conditions as revised  
**ATTACHMENT B:** Qwest Loyal Advantage Agreement  
**ATTACHMENT C:** Not Applicable  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # DG5507, dated October 26, 2004.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**QWEST COMMUNICATIONS CORPORATION**

**STATE OF UTAH**

Richard Fernandez  
Director Offer Management

Douglas G. Richins, Director  
Division of Purchasing

Date

Date

**STATE OF UTAH**

Division of Information Technology Services

Date

ATTACHMENT A  
**Standard Contract Terms and Conditions (as revised)**  
**State of Utah, Statewide Contracts**  
(Request for Proposals)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake Co.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of the STATE or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the STATE to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the STATE. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the STATE and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of State Director of Purchasing and the Contractor's authorized representative.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this proposal may be canceled without cause by the STATE at the end of any one year anniversary date of the Agreement with a 120 day written notice. Cancellation may be in whole or in part. Cancellation of the contract due to Contractor default may be immediate.
- 14. TAXES:** Proposal prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from STATE funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K.

**15. WARRANTY:** EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THE QWEST LOYAL ADVANTAGE AGREEMENT ("AGREEMENT") OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CONTRACTOR, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. STATE ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICES AND ACCESSES THE SAME AT ITS OWN RISK.

**16. PARTICIPANTS:** This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the proposal.

**17. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**18. QUANTITY ESTIMATES:** The STATE does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for proposing purposes only and are not to be construed as a guarantee to purchase any amount.

**19. DELIVERY:** The prices proposed will be the delivered price to any state agency or political subdivision.

**20. REPORTS:** The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

**21. PROMPT PAYMENT DISCOUNT:** Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

**22. FIRM PRICES:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening.

**23. PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing resulting from this proposal will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The STATE will be given the immediate benefit of any decrease in the market, or allowable discount.

**24. ORDERING AND INVOICING:** Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The STATE contract number and the agency ordering number will appear on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the STATE will be those prices on file with the Division of Purchasing. The STATE has the right to adjust any invoice reflecting incorrect pricing.

**25. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 30 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) (Purchasing Card). All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

**26. MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals, no proposals may be modified or withdrawn.

**27. PROPOSAL PREPARATION COSTS:** The STATE is not liable for any costs incurred by the offeror in proposal preparation.

**28. INSPECTIONS:** Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

**29. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any United States copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

**30. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing. Notwithstanding the foregoing, Contractor may assign this agreement without the prior written consent of State to any entity that controls, is controlled by, or



is in common control with Contractor to any successor in interest to Contractor, or if necessary to satisfy the rules and/or regulations of any federal governmental agency.

**31. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the STATE to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The STATE will issue a written notice of default with thirty (30) days opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the STATE may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future proposal solicitations.

**32. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The STATE may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**33. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**34. NON-COLLUSION:** By signing the proposal, the offeror certifies that the proposal submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the request for proposal, designed to limit independent proposing or competition.

**35. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.


**36. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern. The order of precedence is listed under Item 16 in Attachment B (the Agreement).

**37. LOCAL WAREHOUSE AND DISTRIBUTION:** The Contractor will maintain a reasonable amount of stock warehoused in the State of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.


Attachment B  
**CONTRACT NUMBER AR1848**  
**QWEST LOYAL ADVANTAGE™ AGREEMENT**

This Qwest Loyal Advantage Agreement ("Agreement") is between Qwest Communications Corporation ("Qwest" or "QCC") and State of Utah ("Customer") and is effective on the last signature date ("Effective Date"). Customer's current address, facsimile number, and person designated for notices are: State of Utah, Attn: Debbie Gundersen, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. Capitalized terms in this Agreement are defined where they appear or in the Definitions Section.

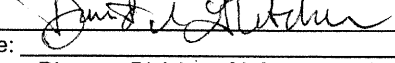
**CUSTOMER: STATE OF UTAH**

By:   
Name: Douglas G. Richins  
Title: Director, Division of Purchasing  
Date: FEB 04 2005

**QWEST COMMUNICATIONS CORPORATION**

By:   
Name: Richard Fernandez  
Title: Director, Offer Management  
Date: 2/1/05

**CUSTOMER: STATE OF UTAH**

By:   
Name: David A. Hutton  
Title: Director, Division of Information Technology Service  
Date: 2-4-05

**INITIAL TERM**

Customer selects the following "Initial Term" and associated Qwest contract code: four-year ("Initial Term"), 600054 code.

**SERVICES ORDERED UNDER THIS AGREEMENT**

Qwest will provide, and Customer will purchase, the services ("Services") listed below (if necessary) and described in any applicable service description and/or rate schedule attached hereto as an exhibit ("Service Exhibit").

1) Intralata (intrastate) Long Distance, 2) Interlata (interstate) Long Distance, 3) International Long Distance, 4) Calling Card Services, 5) Directory Assistance Services, 6) Audio/Web Conferencing Services, and 7) Local Loop Outbound T1 Long Distance Access. No other services will be covered under this Agreement.

**1. Services.** The description, monthly recurring charges ("MRCs"), nonrecurring charges ("NRCs"), usage charges, service level agreement, minimum service term, and cancellation charges for a Service are set forth in the: (a) Service Exhibit for any Service ordered under a Service Exhibit; (b) Services Schedule for interstate and international Voice and Data Services; (c) Tariff for intrastate Voice and Data Services; and/or (d) Order Form for any Service, if applicable. Customer represents and warrants that it is not a reseller and will not resell the Services. The parties agree that any notation to the "Qwest Total Advantage® Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. Qwest will provide assistance to Customer upon request in its efforts to identify, correct, and minimize the misuse or abuse of Services.

**2. Term.** The Initial Term is set forth in the "Initial Term" Section on the signature page of this Agreement and shall terminate on February 28, 2009. At the end of the Initial Term, this Agreement may be renewed on an annual basis under the same terms for two, one-year renewal periods (a "Renewal Term") by processing an amendment signed by both parties unless either party elects to terminate this Agreement by providing written notice of termination to the other party at least 120 days prior to the expiration of the then current Term. The Initial Term and each Renewal Term are referred to as the "Term." Qwest will maintain all Agreement rates, e.g., long distance, calling card, directory assistance, audio/video conference services, etc., for one year following expiration of the "formal" Agreement or Term to allow the Customer sufficient time to convert to subsequent (new) contract supplier(s). The Agreement will be considered a month to month Agreement during the additional year.

**3. Rates.** Qwest will provide the Services at the rates and discounts set forth in the Services Schedule, Tariff, Service Exhibit, or Order Form associated with the then-current Term. Notwithstanding anything to the contrary in this Agreement or in a Service Exhibit, the domestic rates expressly set forth in a Service Exhibit will be fixed during the entire Agreement Term. The foregoing, however, will not apply to international rates or limit Qwest's right to change the rates for Service at any time for changes based upon Regulatory Activity. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days prior written notice to Qwest without liability for cancellation charges for the affected Service, provided, however that Customer: (c) provides such notice within 30 days after the increase occurs; and (d) provides Qwest 30 days to cure such increase. If Customer does not provide Qwest such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

**4. Credit.** Qwest will provide a credit to Customer which is the lesser of the sixth month bill or \$225,000 for Domestic Voice, Domestic Audio Conferencing and International Voice services. The sixth month is determined to be the sixth full billing month after the Effective Date of this Agreement. After which, this credit offer is no longer valid. Other Individual Customers may also receive a credit for the same six month billing period as defined above. These Individual Customers may also be limited to a cap to be determined in the Individual Customer's sub-agreement.

**5. Payment.** Customer must pay Qwest all charges within 30 days from the date of a correct invoice. Any amount not paid when due will be subject to late interest at the lesser of the rate of 1% per month or the highest rate permitted by applicable law. Customer must also pay Qwest any applicable Taxes assessed in connection with Customer's Services.

**6. Disclaimer of Warranties.** EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A SERVICE EXHIBIT, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND ACCESSES THE SAME AT ITS OWN RISK.

**7. Limitation of Liability.**

(a) NEITHER PARTY, ITS AFFILIATES, AGENTS OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICES OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO: (A) THOSE REMEDIES SET FORTH IN THE APPLICABLE SERVICE LEVEL AGREEMENT; OR (B) IF NO SERVICE LEVEL AGREEMENT APPLIES TO THE AFFECTED SERVICE, THE TOTAL MRCs OR USAGE CHARGES PAID BY CUSTOMER TO QWEST FOR THE AFFECTED SERVICE IN THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM. EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE TOTAL MRCs AND USAGE CHARGES PAID BY CUSTOMER TO QWEST UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM ("DAMAGE CAP"). Notwithstanding the foregoing, the limitation of liability in this Section and the Damage Cap will not apply to: (c) a party's indemnification obligations; and (d) Customer's payment obligation for all charges under this Agreement, including without limitation, Service charges, Taxes, and interest..

(b) Any claim or dispute out of or relating to this Agreement must be brought within two years after the cause of action arises.

**8. Personal Injury, Death, and Property Damage.** To the extent permitted under law, each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under this Agreement, limited to damages resulting from personal injury or death to a party's employees (if not covered under applicable workers' compensation laws) and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party. Damages under this

Section will be subject to the limitation of liability in this Agreement but not the Damage Cap.

**9. Indemnification.** To the extent permitted under law, each party will defend and indemnify the other party, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, involving personal injury or death to persons or loss or damage to personal tangible property resulting from the gross negligence or willful misconduct of the indemnifying party; provided, however, the foregoing indemnification will not apply to any claims made by employees that are covered under applicable workers' compensation laws. Furthermore, to the extent permitted under law, Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to the use, modification or resale of the Services by Customer or End Users.

**10. Voice and Data Services.** This Section applies solely to Voice and Data Services.

**(a) Services Schedule; Tariff.** The Services Schedule and Tariffs applicable to Voice and Data Services are incorporated into this Agreement by reference and made a part of this Agreement. Qwest may change the Services Schedule or a Tariff at any time and such change will be effective upon being posted in the Services Schedule or included in the Tariff. Customer represents that they have performed a competitive bid for the Voice and Data Services and this Agreement is an award to Qwest as a result of the competitive bid.

**(b) CPNI.** Qwest will have access to certain CPNI. Under federal law, Customer has a right to, and Qwest has a duty to protect, the confidentiality of CPNI. CPNI may be useful to tailor services to Customer and to enhance Qwest's ability to meet Customer's needs. Customer expressly authorizes Qwest, its Affiliates, or its sales representatives to use CPNI to determine if Customer could benefit from other services offered by Qwest and its Affiliates, and market them to Customer. Customer may withdraw its authorization at any time by informing Qwest in writing. Any such withdrawal will not affect the quality of Service provided hereunder.

**11. Termination.** Customer may terminate: (a) a Service in accordance with the applicable service level agreement, Service Exhibit, Services Schedule or Tariff, or (b) this Agreement for Cause; provided that for Service related claims, Cause exists where there is cause to terminate all or substantially all of the Services (pursuant to subsection (a)), or (c) at the end of any one year anniversary date of the Agreement with a 120 day written notice. Qwest may (c) suspend all or any part of the Services and/or terminate this Agreement for Cause. Customer will remain liable for charges accrued but unpaid as of the termination date.

**12. Confidentiality; Publicity.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. Such consent may only be given on behalf of Qwest by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, an open records act or similar law, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. The parties agree that the following will not be considered confidential information: (i) this Agreement; (ii) order forms; and (iii) invoices.

**13. Dispute Resolution; Governing Law.** The parties shall attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or related to this Agreement. Either party may initiate negotiations by providing a written notice to the other party setting forth the dispute and the relief requested. If the parties are unable to resolve such dispute within a reasonable period of time, either party may commence a civil action in a court of competent jurisdiction located, in Utah. To the extent the Communications Act of 1934 does not govern, this Agreement shall be governed by the laws of the state in which the Customer's principal office is located without regard to its choice of law principles. Notwithstanding the above, any action by Qwest to collect payment for services will be commenced in Utah. Such court shall not award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. Both parties agree that should either party default in any of the covenants or Agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise in pursuing any remedy provided under this Agreement or by applicable law, whether such remedy is pursued by filing of suit or otherwise.

**14. Notices.**

**(a) Required Notices.** Except as otherwise provided herein, all required notices must be in writing and sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (888) 778-0054; Attn.: Legal Department, and to Customer at its then current address as reflected in Qwest's records; Attn.: General Counsel or other person designated for notices. Except as otherwise provided herein, all notices will be deemed given: (i) when delivered in person to the recipient named above; (ii) three business days after delivered via regular U.S. Mail; (iii) when delivered via overnight courier mail; or (iv) when delivered by facsimile so long as duplicate notification is also sent in the manner set forth in subsection (ii).

**(b) Service Termination Notices.** Customer's notice of termination for Services must be sent via mail, facsimile or e-mail to: Qwest, Attn.: Dublin Service Center, GBM Disconnects, 6000 Parkwood Place, 5<sup>th</sup> Floor Disconnect Center, Dublin, OH 43017 FAX: 866.887.6633, e-mail: [GBMdisconnects@qwest.com](mailto:GBMdisconnects@qwest.com).

**15. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

**16. General.** Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written

consent of Qwest, which consent will not be unreasonably withheld. This Agreement is intended solely for Qwest and Customer and it will not benefit or be enforceable by any other person or entity, including without limitation, End Users. If any term of this Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder; provided, however, if Customer fails to comply within 90 days for claiming its rights to credit and/or termination, Customer will be deemed to have waived such rights. All terms of this Agreement that should by their nature survive the termination of this Agreement will so survive. In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: Attachment A: State of Utah Standard Contract Terms and Conditions (as revised), the Tariff, a Service Exhibit, this Agreement, Services Schedule, and any Order Form. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. This Agreement, and any applicable Service Exhibit, Services Schedule and any Order Forms accepted hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior oral or written agreements or understandings relating to the subject matter hereof. Except for Services Schedule, Tariff, or Service modifications initiated by Qwest, all amendments to this Agreement must be in writing and signed by the parties' authorized representatives. Qwest reserves the right at any time to reject any handwritten change to this Agreement that has not been initialed by Qwest's authorized representatives.

## **17. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) in the event of a payment default of any undisputed invoices by Customer, within fifteen days of separate written notice from Qwest notifying Customer of such default; or (b) in the event of any other material breach, within 30 days of written notice (unless a different notice period is specified in this Agreement).

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (a) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means confidential billing and usage-related information about the quantity, technical configuration, type, destination, location and amount of use of Customer's telecommunications services.

"End Users" means Customer's members, end users, customers or any other third parties who utilize or access the Services or the Qwest network via the Services provided hereunder.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"Individual Customer" will be defined as follows: The State of Utah DAS/Division of Information Technology Services (ITS) will be the responsible "Customer" for the state executive and judicial branches of government. Any other State agency and each political subdivision, as a Government Entity located in the State of Utah, that uses these Services will be treated as if they were Individual Customers. Each agency and each political subdivision will be responsible for their own charges, fees, and liabilities. ITS will be responsible for the agencies that it represents. Qwest will apply the charges to each "Individual Customer" individually. Each Individual Customer will sign a Participating Addendum to purchase from this Agreement.

"MRCs" means monthly recurring charges.

"NPA" means Numbering Plan Areas or Area Code.

"NRCs" means nonrecurring charges.

"Order Form" means order request forms issued by Qwest signed by Customer or a Customer (specifically Division of Information Technology Services) order form ("ITS Order Form") or other Individual Customer order form as approved by Qwest.

"Services Schedule" means the Qwest Rate and Services Schedules that are attached to this Agreement.

"SLA" means the Qwest Service Level Agreement.

"Tariff" means a tariff of Qwest and/or its Affiliates.

"Taxes" means foreign, federal, state and local taxes, municipal taxes, surcharges, and other similar charges. Qwest acknowledges that the State of Utah agencies are exempt from state taxes.

"Voice and Data Services" means Services and any associated local access provided under this Agreement that are governed by a Services Schedule or Tariff.

**QWEST LOYAL ADVANTAGE™ AGREEMENT  
AUDIO CONFERENCING SERVICE EXHIBIT**

**1. Definitions.** Except as set forth in this section or elsewhere in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide Voice Services ("Service") pursuant to the terms and conditions of the Agreement, Services Schedule, Tariff, and this Service Exhibit.

**2. Audio Conferencing Service Description.** This Service provides a digital bridging network comprised of forty thousand ports that allow calls via toll or toll-free dialing options. Qwest Conferencing supports U.S.-based and international calls, along with options such as operator assistance or automated service. Web Conferencing feature is integrated into Qwest Audio Conferencing Service. Qwest does not offer a Video Conferencing Service.

**3. Ordering Service.** Qwest will provide the Service only if: (a) there is a valid, accurate Order Form or an ITS Order Form; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest reserves the right to reject any Order Form in its reasonable discretion; however, Qwest will provide reasonable information on why the Order is rejected and will be willing to review rejected order with Customer management, if requested by Customer.

**4. Rates.** Customer will pay the following rates and charges, any discounts specified in the table below will apply only to Audio Conferencing Service and will not apply to the Additional Features. The Charges for each component of Service commence within five days of Qwest's notification to Customer that the Service component is provisioned and ready of use. The rates set forth herein do not include costs associated with local access.

Audioconferencing Service Type	Rate per minute Charges
Reservationless Toll-Free	\$0.143
Reservationless Toll	\$0.117
Automated Passcode Toll-Free	\$0.175
Automated Passcode Toll	\$0.136
Operator-Assisted Toll Free	\$0.246
Operator-Assisted Toll	\$0.156
Operator Dial Out – Domestic	\$0.3192
Operator Dial Out – International	\$0.28 + Outbound Rate for Particular Country
Document Sharing/Web Conferencing	\$0.2907
Streaming – Live Call	\$0.27/plus \$375 setup fee if less than 100 participants

Additional Features	Rate Charges
Cassette recording	\$15.00 per tape
Custom applications	Case-by-case basis
Digital replay	\$40.00 set-up fee per call
	\$0.24 per minute per line
Replay participation report	\$1.00 per name
Notification in advance	\$3.00 per domestic notification
	\$6.00 per international notification
RSVP line	\$2.00 per conference participant reservation
Transcription	\$45.00 per

	15-minute increment(s)
Electronic polling	\$0.15 per minute per line
Translation	Case-by-case basis
Electronic Q&A	\$0.15 per minute per line
Communication line	\$50.00 per conference per communication line
Participant lists	\$5.00 per list
Streaming -- Archived Call	\$175.00 set-up fee per call
	\$0.65 per playback
Indexing (Powerpoint presentation synched w/audio)	\$425.00

**QWEST LOYAL ADVANTAGE™ AGREEMENT  
VOICE SERVICE EXHIBIT**

**1. Definitions.** Except as set forth in this section or elsewhere in this Service Exhibit, capitalized terms will have the definitions assigned to them in the Agreement. Qwest will provide Voice Services ("Service") pursuant to the terms and conditions of the Agreement, Services Schedule, Tariff, and this Service Exhibit.

**2. Voice Service Description.** Voice Service consists of Domestic Long Distance, Domestic worldcard® and Domestic Directory Assistance Services. Domestic Long Distance Service is available both Interstate and Intrastate, through switched and dedicated facilities. Worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only. Directory Assistance offers one rate to Voice Service customers domestically. The Service is subject to the SLA in the Services Schedule that is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service.

**3. Ordering Service.** Qwest will provide the Service only if: (a) there is a valid, accurate Order Form or an ITS Order Form; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest reserves the right to reject any Order Form in its reasonable discretion; however, Qwest will provide reasonable information on why the Order is rejected and will be willing to review rejected order with Customer management, if requested by Customer.

**4. Rates.** The Base Rates for the Voice Services listed below include the discounts, if any, associated with the Agreement. The prices as set forth below will be fixed for the Term of the Agreement. The Charges for each component of Service commence within five days of Qwest's notification to Customer that the Service component is provisioned and ready of use. The rates set forth herein do not include costs associated with local access. Qwest agrees to waive all PCCC monthly charges and non-recurring charges associated with this Service.

<b>Domestic Interstate Outbound Long Distance</b>	<b>Per Minute Base Rate</b>
<i>Origination – Termination</i>	
Dedicated – Switched	\$0.019
Switched – Switched	\$0.034
Switched – Dedicated	\$0.019
Dedicated - Dedicated	\$0.019

<b>Domestic Interstate worldcard</b>	<b>Per Minute Base Rate</b>
<i>Origination – Termination</i>	
Switched – Switched	\$0.05
Per Call Surcharge from Non-Payphone	\$0.10
	\$0.05 plus
Per Call Surcharges from Payphone	\$0.1000 surcharge per payphone call

<b>Domestic Interstate/Intrastate Directory Assistance</b>	<b>Per Call Base Rate (all states)</b>
Directory Assistance – per call	\$0.500

**5. Intrastate/InterLATA Rates.** The rates as set forth below will be fixed for the Term of the Agreement. The rates set forth herein do not include costs associated with local access and are not eligible for any additional discounts.

<b>State of Origination</b>	<b>Switched – Switched Outbound Intrastate Net Effective Per Minute Rate</b>	<b>Dedicated – Switched Outbound Intrastate Net Effective Per Minute Rate</b>	<b>Switched – Dedicated Outbound Intrastate Net Effective Per Minute Rate</b>	<b>Dedicated – Dedicated Outbound Intrastate Net Effective Per Minute Rate</b>
Utah	\$0.0454	\$0.0300	\$0.0300	\$0.0190

**Intrastate and IntraLATA worldcard Service.**

<b>Domestic IntraState and IntraLATA worldcard</b>	<b>Base Rate</b>
<i>Origination – Termination</i>	
Switched – Switched	\$0.05
Per Call Surcharge from Non-Payphone	\$0.10
	\$0.05 plus
Per Call Surcharges from Payphone	\$0.1000 surcharge per payphone call



**QWEST LOYAL ADVANTAGE™ AGREEMENT  
INTERNATIONAL VOICE INFORMATIONAL PRICING SHEET**

**1. Scope and Definitions.** This International Voice Informational Pricing Sheet ("Pricing Sheet") is provided for informational purposes only. Qwest will provide Voice Services ("Service") pursuant to the terms and conditions of the Qwest Loyal Advantage Agreement ("Agreement"), Services Schedule, and the Tariff, and not this Pricing Sheet. Except as set forth in this section or elsewhere in this Pricing Sheet, capitalized terms will have the definitions assigned to them in the Agreement.

**2. International Voice Service Description.** International Voice Service consists of International Outbound Long Distance, and International worldcard®. Except where specified otherwise, for international outbound voice service, the rates specified herein will only apply to international outbound voice service originating in the U.S. (subject to availability) and terminating internationally using land-line facilities and will not apply to international outbound voice service terminating internationally using cellular facilities. However, airtime is charged for mobile calls.

**3. Ordering Service.** Qwest will provide the Service only if: (a) there is a valid, accurate Order Form or an ITS Order Form; (b) adequate capacity is available; and (c) Qwest accepts the Order Form. Qwest reserves the right to reject any Order Form in its reasonable discretion; however, Qwest will provide reasonable information on why the Order is rejected and will be willing to review rejected order with Customer management, if requested by Customer.

**4. Rates.** The following per minute rates, country/mobile codes and charges are provided for informational purposes only, but should reflect the applicable rates as of the Effective Date of the underlying Agreement. The rates for International Voice Service are controlled by the Services Schedule and are subject to change. The rates set forth herein do not include costs associated with local access. During each monthly billing period of the Term, Customer's Service MRCs will receive a 15% discount associated with the Term in the Agreement. No other discounts or promotions will apply. All rates below are quoted in increments and will be billed in the following initial and incremental time periods based on traffic type:

International Voice Service	Initial Billing Period	Incremental Billing Period
Outbound U.S. to International	30 seconds	6 seconds
Outbound U.S. to Canada	30 seconds	6 seconds
Outbound Canada to U.S.	30 seconds	6 seconds
Outbound U.S. to Mexico	60 seconds	60 seconds

worldcard	Initial Billing Period	Incremental Billing Period
Outbound US to International (excluding Mexico)	30 seconds	6 seconds
Inbound International (excluding Mexico) to US	60 seconds	60 seconds
Outbound International to International	60 seconds	60 seconds
Inbound Mexico to US	60 seconds	60 seconds
Outbound Mexico to Mexico	60 seconds	60 seconds
Outbound Mexico to International	60 seconds	60 seconds
Outbound International to Mexico	60 seconds	60 seconds
Outbound US to Mexico	60 seconds	60 seconds
Inbound Canada to US	30 seconds	6 seconds
Outbound US to Canada	30 seconds	6 seconds
Outbound Canada to Canada	30 seconds	6 seconds
Outbound Canada to International (excluding Mexico)	30 seconds	6 seconds
Outbound International (excluding Mexico) to Canada	60 seconds	60 seconds
Outbound Canada to Mexico	60 seconds	60 seconds
Outbound Mexico to Canada	60 seconds	60 seconds

**4.1 International Outbound Long Distance.**

Country of Termination	Switched Origination - Switched Termination Rate Per Minute	Dedicated Origination - Switched Termination Rate Per Minute
Afghanistan	\$0.8535	\$0.8355
Albania	\$0.4104	\$0.3924
Albania - Mobile/Special Services	\$0.3243	\$0.3063
Algeria	\$0.3528	\$0.3348
Algeria - Mobile/Special Services	\$0.3888	\$0.3708
American Samoa	\$0.2304	\$0.2124

American Samoa – Mobile/Special Services	\$0.2880	\$0.2700
Andorra	\$0.1680	\$0.1500
Andorra - Mobile/Special Services	\$0.3494	\$0.3314
Angola	\$0.5256	\$0.5076
Angola - Mobile/Special Services	\$0.5616	\$0.5436
Anguilla	\$0.3024	\$0.2844
Anguilla - Mobile/Special Services	\$0.3321	\$0.3141
Antarctica	\$0.5850	\$0.5670
Antigua	\$0.2671	\$0.2491
Antigua – Mobile/Special Services	\$0.4230	\$0.4050
Argentina	\$0.1125	\$0.0945
Argentina - Mobile/Special Services	\$0.3454	\$0.3274
Armenia	\$0.4464	\$0.4284
Armenia - Mobile/Special Services	\$0.4824	\$0.4644
Aruba	\$0.2304	\$0.2124
Aruba - Mobile/Special Services	\$0.2664	\$0.2484
Ascension Island	\$1.1224	\$1.1044
Australia	\$0.0614	\$0.0434
Australia - Mobile/Special Services	\$0.2538	\$0.2358
Austria	\$0.1066	\$0.0886
Austria - Mobile/Special Services	\$0.3248	\$0.3068
Azerbaijan	\$0.4976	\$0.4796
Azerbaijan - Mobile/Special Services	\$0.4976	\$0.4796
Bahamas	\$0.1440	\$0.1260
Bahamas – Mobile/Special Services	\$0.1980	\$0.1800
Bahrain	\$0.3816	\$0.3636
Bahrain - Mobile/Special Services	\$0.4176	\$0.3996
Bangladesh	\$0.4241	\$0.4061
Bangladesh - Mobile/Special Services	\$0.6247	\$0.6067
Barbados	\$0.3024	\$0.2844
Barbados - Mobile/Special Services	\$0.3370	\$0.3190
Belarus	\$0.4230	\$0.4050
Belarus - Mobile/Special Services	\$0.4500	\$0.4320
Belgium	\$0.0540	\$0.0360
Belgium - Mobile/Special Services	\$0.2970	\$0.2790
Belize	\$0.3816	\$0.3636
Belize - Mobile/Special Services	\$0.5542	\$0.5362
Benin	\$0.3384	\$0.3204
Benin – Mobile/Special Services	\$0.4680	\$0.4500
Bermuda	\$0.1872	\$0.1692
Bermuda - Mobile/Special Services	\$0.2232	\$0.2052
Bhutan	\$0.7584	\$0.7404
Bhutan – Mobile/Special Services	\$0.8280	\$0.8100
Bolivia	\$0.2873	\$0.2693
Bolivia - Mobile/Special Services	\$0.3869	\$0.3689
Bosnia & Herzegovina	\$0.3010	\$0.2830
Bosnia & Herzegovina - Mobile/Special Services	\$0.4032	\$0.3852
Botswana	\$0.3240	\$0.3060
Botswana – Mobile/Special Services	\$0.3960	\$0.3780
Brazil	\$0.1440	\$0.1260
Brazil - Mobile/Special Services	\$0.3022	\$0.2842
British Virgin Islands	\$0.2376	\$0.2196
British Virgin Islands - Mobile/Special Services	\$0.1917	\$0.1737

Brunei	\$0.3816	\$0.3636
Brunei - Mobile/Special Services	\$0.4176	\$0.3996
Bulgaria	\$0.2520	\$0.2340
Bulgaria - Mobile/Special Services	\$0.3348	\$0.3168
Burkina Faso	\$0.4176	\$0.3996
Burkina Faso – Mobile/Special Services	\$0.4680	\$0.4500
Burundi	\$0.8208	\$0.8028
Burundi - Mobile/Special Services	\$0.3448	\$0.3268
Cambodia	\$0.9216	\$0.9036
Cambodia - Mobile/Special Services	\$0.9576	\$0.9396
Cameroon	\$0.3967	\$0.3787
Cameroon - Mobile/Special Services	\$0.5929	\$0.5749
Canada	\$0.0449	\$0.0269
Cape Verde Islands	\$0.4770	\$0.4590
Cape Verde Islands – Mobile/Special Services	\$0.6030	\$0.5850
Cayman Islands	\$0.2160	\$0.1980
Cayman Islands – Mobile/Special Services	\$0.2430	\$0.2250
Central African Republic	\$0.7942	\$0.7762
Central African Republic – Mobile/Special Services	\$0.8280	\$0.8100
Chad	\$1.2494	\$1.2314
Chad - Mobile/Special Services	\$0.8972	\$0.8792
Chile	\$0.1632	\$0.1452
Chile - Mobile/Special Services	\$0.3402	\$0.3222
China	\$0.1642	\$0.1462
China - Mobile/Special Services	\$0.2664	\$0.2484
Christmas & Cocos Islands	\$0.1366	\$0.1186
Colombia	\$0.1778	\$0.1598
Colombia - Mobile/Special Services	\$0.3096	\$0.2916
Comoros	\$0.6696	\$0.6516
Comoros - Mobile/Special Services	\$0.6480	\$0.6300
Congo, Republic of	\$0.5292	\$0.5112
Cook Islands	\$5.4000	\$5.3820
Cook Islands - Special Services	\$4.6980	\$4.6800
Costa Rica	\$0.2268	\$0.2088
Costa Rica - Mobile/Special Services	\$0.2628	\$0.2448
Croatia	\$0.2873	\$0.2693
Croatia - Mobile/Special Services	\$0.3606	\$0.3426
Cuba	\$0.9180	\$0.9000
Cuba - Guantanamo Bay	\$1.0080	\$0.9900
Cyprus	\$0.3024	\$0.2844
Cyprus - Mobile/Special Services	\$0.4102	\$0.3922
Czech Republic	\$0.2376	\$0.2196
Czech Republic - Mobile Special/Services	\$0.3246	\$0.3066
Denmark	\$0.1080	\$0.0900
Denmark - Mobile/Special Services	\$0.2880	\$0.2700
Diego Garcia	\$2.7180	\$2.7000
Djibouti	\$0.5263	\$0.5083
Djibouti - Mobile/Special Services	\$0.7063	\$0.6883
Dominica	\$0.3134	\$0.2954
Dominica – Mobile/Special Services	\$0.4230	\$0.4050
Dominican Republic	\$0.1778	\$0.1598
Dominican Republic - Mobile/Special Services	\$0.2160	\$0.1980
East Timor	\$1.3500	\$1.3500

Ecuador	\$0.2668	\$0.2488
Ecuador - Mobile/Special Services	\$0.3672	\$0.3492
Egypt	\$0.3283	\$0.3103
Egypt - Mobile Special/Services	\$0.4608	\$0.4428
El Salvador	\$0.2189	\$0.2009
El Salvador - Mobile/Special Services	\$0.2518	\$0.2338
Equatorial Guinea	\$0.9648	\$0.9468
Equatorial Guinea – Mobile/Special Services	\$1.0080	\$0.9900
Eritrea	\$0.6703	\$0.6523
Estonia	\$0.3096	\$0.2916
Estonia - Mobile/Special Services	\$0.4918	\$0.4738
Ethiopia	\$0.6120	\$0.5940
Ethiopia - Mobile/Special Services	\$0.6480	\$0.6300
Faeroe Islands	\$0.2760	\$0.2580
Falkland Islands (Islas Malvinas)	\$1.1250	\$1.1070
Fiji Islands	\$0.5220	\$0.5040
Fiji Islands - Mobile/Special Services	\$0.6539	\$0.6359
Finland	\$0.1080	\$0.0900
Finland - Mobile Special/Services	\$0.2340	\$0.2160
France	\$0.0540	\$0.0360
France - Mobile/Special Services	\$0.2662	\$0.2482
French Antilles (incl. Martinique)	\$0.2736	\$0.2556
French Guiana	\$0.3564	\$0.3384
French Guiana – Mobile/Special Services	\$0.4680	\$0.4500
French Polynesia	\$0.4976	\$0.4796
Gabon Republic	\$0.4248	\$0.4068
Gabon Republic - Mobile/Special Services	\$0.4608	\$0.4428
Gambia	\$0.3672	\$0.3492
Gambia - Mobile/Special Services	\$0.5189	\$0.5009
Georgia	\$0.5294	\$0.5114
Georgia - Mobile/Special Services	\$0.5506	\$0.5326
Germany	\$0.0540	\$0.0360
Germany - Mobile/Special Services	\$0.2970	\$0.2790
Ghana	\$0.3312	\$0.3132
Ghana - Mobile/Special Services	\$0.3672	\$0.3492
Gibraltar	\$0.3812	\$0.3632
Gibraltar- Mobile/Special Services	\$0.4342	\$0.4162
Greece	\$0.1300	\$0.1120
Greece - Mobile Special/Services	\$0.2662	\$0.2482
Greenland	\$0.7650	\$0.7470
Greenland - Mobile/Special Services	\$0.7650	\$0.7470
Grenada	\$0.3254	\$0.3074
Grenada - Mobile/Special Services	\$0.3614	\$0.3434
Guadeloupe	\$0.2808	\$0.2628
Guadeloupe - Mobile/Special Services	\$0.4630	\$0.4450
Guatemala	\$0.2189	\$0.2009
Guatemala - Mobile/Special Services	\$0.3276	\$0.3096
Guinea	\$0.4320	\$0.4140
Guinea - Mobile/Special Services	\$0.5758	\$0.5578
Guinea-Bissau	\$1.4189	\$1.3976
Guinea-Bissau - Mobile/Special Services	\$2.2500	\$2.2320
Guyana	\$0.5280	\$0.5100

Guyana - Mobile/Special Services	\$0.6075	\$0.5895
Haiti	\$0.3706	\$0.3526
Haiti - Mobile	\$0.4342	\$0.4162
Haiti - Special Services	\$0.5400	\$0.5220
Honduras	\$0.4500	\$0.4320
Honduras - Mobile/Special Services	\$0.5220	\$0.5040
Hong Kong	\$0.1150	\$0.0970
Hong Kong - Mobile/Special Services	\$0.1656	\$0.1476
Hungary	\$0.0836	\$0.0656
Hungary - Mobile/Special Services	\$0.3502	\$0.3322
Iceland	\$0.2520	\$0.2340
Iceland - Mobile/Special Services	\$0.3745	\$0.3565
India	\$0.2610	\$0.2430
India - Mobile/Special Services	\$0.4176	\$0.3996
Indonesia	\$0.1215	\$0.1035
Indonesia - Mobile/Special Services	\$0.3238	\$0.3058
INMARSAT – 870	\$6.3000	\$6.2820
INMARSAT - Atlantic East	\$6.3000	\$6.2820
INMARSAT - Atlantic West	\$6.3000	\$6.2820
INMARSAT - Indian	\$6.3000	\$6.2820
INMARSAT - Pacific	\$6.3000	\$6.2820
International Networks	\$4.2353	\$4.2142
Iran	\$0.4651	\$0.4471
Iran - Mobile/Special Services	\$0.6264	\$0.6084
Iraq	\$0.7835	\$0.7709
Ireland	\$0.1080	\$0.0900
Ireland - Mobile/Special Services	\$0.3150	\$0.2970
Iridium	\$3.6529	\$3.6318
Israel	\$0.0630	\$0.0450
Israel - Mobile/Special Services	\$0.1726	\$0.1546
Italy	\$0.0529	\$0.0349
Italy - Mobile/Special Services	\$0.2835	\$0.2655
Ivory Coast	\$0.5335	\$0.5155
Ivory Coast - Mobile/Special Services	\$0.6408	\$0.6228
Jamaica	\$0.3215	\$0.3035
Jamaica - Mobile/Special Services	\$0.4553	\$0.4246
Japan	\$0.0656	\$0.0476
Japan - Mobile/Special Services	\$0.3023	\$0.2753
Jordan	\$0.4651	\$0.4471
Jordan - Mobile/Special Services	\$0.5352	\$0.5172
Kazakhstan	\$0.1984	\$0.1804
Kazakhstan - Mobile/Special Services	\$0.2650	\$0.2470
Kenya	\$0.4320	\$0.4140
Kenya - Mobile/Special Services	\$0.4680	\$0.4500
Kiribati	\$0.9212	\$0.9032
Kiribati - Mobile/Special Services	\$1.1250	\$1.1070
Korea, North	\$0.8208	\$0.8028
Korea, South	\$0.1222	\$0.1042
Korea, South - Mobile/Special Services	\$0.1510	\$0.1330
Kuwait	\$0.3830	\$0.3650
Kuwait - Mobile/Special Services	\$0.5328	\$0.5148
Kyrgyzstan	\$0.2531	\$0.2351
Kyrgyzstan - Mobile/Special Services	\$0.4658	\$0.4478
Laos	\$0.8304	\$0.8124

Laos - Mobile/Special Services	\$1.0397	\$1.0217
Latvia	\$0.3010	\$0.2830
Latvia - Mobile/Special Services	\$0.4492	\$0.4312
Lebanon	\$0.4378	\$0.4198
Lebanon - Mobile/Special Services	\$0.5198	\$0.5018
Lesotho	\$0.4392	\$0.4212
Lesotho - Mobile/Special Services	\$0.4752	\$0.4572
Liberia	\$0.3312	\$0.3132
Liberia - Mobile/Special Services	\$0.6982	\$0.6802
Libya	\$0.4464	\$0.4284
Libya – Mobile/Special Services	\$0.5580	\$0.5400
Liechtenstein	\$0.1300	\$0.1120
Liechtenstein - Mobile/Special Services	\$0.1958	\$0.1778
Lithuania	\$0.3010	\$0.2830
Lithuania - Mobile/Special Services	\$0.4953	\$0.4773
Luxembourg	\$0.1080	\$0.0900
Luxembourg - Mobile/Special Services	\$0.3150	\$0.2970
Macau	\$0.4024	\$0.3844
Macau - Mobile/Special Services	\$0.4464	\$0.4284
Macedonia	\$0.3096	\$0.2916
Macedonia - Mobile/Special Services	\$0.4230	\$0.4050
Madagascar	\$1.2672	\$1.2492
Madagascar - Mobile/Special Services	\$1.3032	\$1.2852
Malawi	\$0.3456	\$0.3276
Malawi - Mobile/Special Services	\$0.3816	\$0.3636
Malaysia	\$0.0667	\$0.0487
Malaysia - Mobile/Special Services	\$0.1726	\$0.1546
Maldives	\$0.6864	\$0.6684
Maldives - Mobile/Special Services	\$2.2500	\$2.2320
Mali Republic	\$0.5616	\$0.5436
Mali Republic - Mobile/Special Services	\$0.4782	\$0.4602
Malta	\$0.2952	\$0.2772
Malta - Mobile/Special Services	\$0.3312	\$0.3132
Marshall Islands	\$0.6750	\$0.6570
Mauritania	\$0.5184	\$0.5004
Mauritius	\$0.5824	\$0.5644
Mauritius – Mobile/Special Services	\$0.6930	\$0.6750
Mayotte Island	\$0.6696	\$0.6516
Mayotte Island - Mobile/Special Services	\$0.8518	\$0.8338
Mexico Step 1-3	\$0.1150	\$0.0970
Mexico Step 4 - 7	\$0.1154	\$0.0974
Mexico Step 8	\$0.1260	\$0.1080
Micronesia	\$0.5130	\$0.4950
Moldova	\$0.3967	\$0.3787
Moldova - Mobile/Special Services	\$0.7729	\$0.7549
Monaco	\$0.1080	\$0.0900
Monaco - Mobile/Special Services	\$0.3494	\$0.3314
Mongolia	\$0.8640	\$0.8460
Montserrat	\$0.3420	\$0.3240
Montserrat - Mobile/Special Services	\$0.5130	\$0.4950
Morocco	\$0.4129	\$0.3949
Morocco - Mobile/Special Services	\$0.4673	\$0.4493
Mozambique	\$0.4549	\$0.4369
Mozambique - Mobile/Special Services	\$0.5760	\$0.5580

Myanmar (Formerly Burma)	\$1.0906	\$1.0726
Namibia	\$0.4950	\$0.4770
Namibia - Mobile/Special Services	\$0.4032	\$0.3852
Nauru	\$1.4400	\$1.4220
Nauru - Mobile/Special Services	\$2.2235	\$2.1706
Nepal	\$0.5544	\$0.5364
Nepal - Mobile/Special Services	\$0.6930	\$0.6750
Netherlands	\$0.0540	\$0.0360
Netherlands - Mobile/Special Services	\$0.3420	\$0.3240
Netherlands Antilles	\$0.2435	\$0.2255
Netherlands Antilles - Mobile/Special Services	\$0.3282	\$0.3082
New Caledonia	\$0.6048	\$0.5868
New Zealand	\$0.1300	\$0.1120
New Zealand - Mobile/Special Services	\$0.3033	\$0.2853
Nicaragua	\$0.3060	\$0.2880
Nicaragua - Mobile/Special Services	\$0.3420	\$0.3240
Niger Republic	\$0.5136	\$0.4956
Niger Republic - Mobile/Special Services	\$0.3613	\$0.3433
Nigeria	\$0.4230	\$0.4050
Nigeria - Mobile/Special Services	\$0.5026	\$0.4846
Niue	\$2.2680	\$2.2500
Niue - Mobile/Special Services	\$2.2680	\$2.2500
Norfolk Island	\$1.7894	\$1.7714
Norway	\$0.1080	\$0.0900
Norway - Mobile/Special Services	\$0.2223	\$0.2043
Oman	\$0.4860	\$0.4680
Oman - Mobile/Special Services	\$0.5220	\$0.5040
Pakistan	\$0.5400	\$0.5220
Pakistan - Mobile/Special Services	\$0.5328	\$0.5148
Palau, Republic of	\$0.5400	\$0.5220
Palestine	\$0.1510	\$0.1330
Palestine Mobile	\$0.2025	\$0.1845
Panama	\$0.3010	\$0.2830
Panama - Mobile/Special Services	\$0.3456	\$0.3276
Papua New Guinea	\$0.3600	\$0.3420
Papua New Guinea - Mobile/Special Services	\$1.8000	\$1.7820
Paraguay	\$0.3312	\$0.3132
Paraguay - Mobile/Special Services	\$0.3851	\$0.3671
Peru	\$0.2285	\$0.2105
Peru - Mobile/Special Services	\$0.3382	\$0.3202
Philippines	\$0.2070	\$0.1890
Philippines - Mobile/Special Services	\$0.3330	\$0.3150
Poland	\$0.0784	\$0.0604
Poland - Mobile Special/Services	\$0.3650	\$0.3470
Portugal	\$0.0688	\$0.0508
Portugal - Mobile/Special Services	\$0.2970	\$0.2790
Qatar	\$0.5670	\$0.5490
Qatar - Mobile/Special Services	\$0.6300	\$0.6120
Reunion Island	\$0.6671	\$0.6491
Reunion Island - Mobile/Special Services	\$0.7222	\$0.7042
Romania	\$0.1980	\$0.1800
Romania - Mobile/Special Services	\$0.4234	\$0.4054
Russia	\$0.1915	\$0.1735

Russia - Mobile/Special Services	\$0.2520	\$0.2340
Rwanda	\$0.6216	\$0.6036
San Marino	\$0.1424	\$0.1244
San Marino - Mobile/Special Services	\$2.0250	\$2.0070
Sao Tome	\$2.0250	\$2.0070
Saudi Arabia	\$0.3967	\$0.3787
Saudi Arabia - Mobile/Special Services	\$0.5544	\$0.5364
Senegal Republic	\$0.5335	\$0.5155
Senegal Republic - Mobile/Special Services	\$0.6565	\$0.6385
Seychelles Islands	\$0.7404	\$0.7224
Seychelles Islands - Mobile/Special Services	\$0.4998	\$0.4818
Sierra Leone	\$0.5850	\$0.5670
Sierra Leone - Mobile/Special Services	\$0.5436	\$0.5256
Singapore	\$0.1573	\$0.1393
Singapore - Mobile/Special Services	\$0.2160	\$0.1980
Slovak Republic	\$0.2326	\$0.2146
Slovak Republic - Mobile/Special Services	\$0.3606	\$0.3426
Slovenia	\$0.2520	\$0.2340
Slovenia - Mobile/Special Services	\$0.4024	\$0.3844
Solomon Islands	\$1.3500	\$1.3320
Solomon Islands - Mobile/Special Services	\$1.8000	\$1.7820
Somalia	\$1.3235	\$1.3055
South Africa	\$0.0900	\$0.0720
South Africa - Mobile/Special Services	\$0.3382	\$0.3202
Spain	\$0.0540	\$0.0360
Spain - Mobile/Special Services	\$0.3389	\$0.3187
Sri Lanka	\$0.5184	\$0.5004
Sri Lanka - Mobile/Special Services	\$0.5544	\$0.5364
St. Helena	\$0.9106	\$0.8926
St. Kitts/Nevis	\$0.2729	\$0.2549
St. Kitts/Nevis - Mobile/Special Services	\$0.4242	\$0.4062
St. Lucia	\$0.2808	\$0.2628
St. Lucia - Mobile/Special Services	\$0.4712	\$0.4532
St. Pierre/Miquelon	\$0.2688	\$0.2508
St. Vincent/Grenadines	\$0.3336	\$0.3156
St. Vincent/Grenadines - Mobile/Special Services	\$0.4417	\$0.4237
Sudan	\$0.6336	\$0.6156
Sudan - Mobile/Special Services	\$0.4995	\$0.4815
Suriname	\$0.6468	\$0.6288
Suriname - Mobile/Special Services	\$0.6008	\$0.5828
Swaziland	\$0.2952	\$0.2772
Swaziland - Mobile	\$0.3312	\$0.3132
Sweden	\$0.0900	\$0.0720
Sweden - Mobile/Special Services	\$0.3282	\$0.3102
Switzerland	\$0.0540	\$0.0360
Switzerland - Mobile/Special Services	\$0.3918	\$0.3738
Syrian Arab Republic	\$0.5328	\$0.5148
Syrian Arab Republic - Mobile/Special Services	\$0.5688	\$0.5508
Taiwan	\$0.1150	\$0.0970
Taiwan - Mobile/Special Services	\$0.1510	\$0.1330
Tajikistan	\$0.3812	\$0.3578
Tajikistan - Mobile/Special Services	\$0.3812	\$0.3578



Tanzania	\$0.4860	\$0.4680
Tanzania - Mobile/Special Services	\$0.5832	\$0.5652
Thailand	\$0.1292	\$0.1112
Thailand - Mobile/Special Services	\$0.2952	\$0.2772
Togo	\$0.5436	\$0.5256
Togo – Mobile/Special Services	\$0.6930	\$0.6750
Tokelau	\$1.8090	\$1.7910
Tokelau - Mobile/Special Services	\$1.8360	\$1.8180
Tonga Islands	\$0.5537	\$0.5357
Tonga Islands - Mobile/Special Services	\$0.5027	\$0.4847
Trinidad & Tobago	\$0.3010	\$0.2830
Trinidad & Tobago - Mobile/Special Services	\$0.2986	\$0.2806
Tunisia	\$0.3918	\$0.3738
Tunisia - Mobile/Special Services	\$0.3918	\$0.3738
Turkey	\$0.2736	\$0.2556
Turkey - Mobile/Special Services	\$0.3398	\$0.3218
Turkmenistan	\$0.6035	\$0.5855
Turkmenistan - Mobile/Special Services	\$0.6035	\$0.5855
Turks & Caicos	\$0.4024	\$0.3844
Turks & Caicos - Mobile/Special Services	\$0.4455	\$0.4275
Tuvalu	\$2.0118	\$1.9938
Tuvalu - Mobile/Special Services	\$4.9680	\$4.9500
Uganda	\$0.3967	\$0.3787
Uganda - Mobile/Special Services	\$0.4464	\$0.4284
Ukraine	\$0.2462	\$0.2282
Ukraine - Mobile/Special Services	\$0.3600	\$0.3420
United Arab Emirates	\$0.4342	\$0.4098
United Arab Emirates - Mobile/Special Services	\$0.5850	\$0.5670
United Kingdom	\$0.0518	\$0.0338
United Kingdom - Mobile/Special Services	\$0.3600	\$0.3420
Uruguay	\$0.3240	\$0.3060
Uruguay - Mobile/Special Services	\$0.3600	\$0.3420
Uzbekistan	\$0.2531	\$0.2351
Vanatu - Mobile/Special Services	\$2.1389	\$2.1209
Vanatu, Republic of	\$1.3702	\$1.3522
Venezuela	\$0.1984	\$0.1804
Venezuela - Mobile/Special Services	\$0.3454	\$0.3274
Vietnam	\$0.4500	\$0.4320
Vietnam - Mobile/Special Services	\$0.5400	\$0.5220
Wallis & Futuna Islands	\$2.2680	\$2.2500
Western Samoa	\$0.5718	\$0.5538
Yemen Arab Republic	\$0.5054	\$0.4874
Yemen Arab Republic - Mobile/Special Services	\$0.5882	\$0.5702
Yugoslavia - Mobile/Special Services	\$0.3960	\$0.3780
Yugoslavia (incl. Serbia)	\$0.3488	\$0.3308
Zaire, Republic of	\$0.5718	\$0.5538
Zaire, Republic of - Mobile/Special Services	\$0.6882	\$0.6702
Zambia	\$0.3967	\$0.3787
Zambia - Mobile/Special Services	\$0.4464	\$0.4284
Zimbabwe	\$0.3240	\$0.3060
Zimbabwe- Mobile/Special Services	\$0.4565	\$0.4385

#### 4.1.1 worldcard Switched Origination to Switched Termination Rate Schedule.

OMR #1100686

Page 20

Copyright © 2004. All Rights Reserved.  
v1.100804

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
US to Canada	Per above table	\$0.2500
US to International (including Mexico)	Per above table	\$0.5000

#### 4.2

worldcard Usage	Switched Origination – Switched Termination Rate Per Minute	Per Call Surcharge
Canada to US	\$0.0720	\$0.2500
Canada to International	Per US to International rates in Section 4.1	\$0.5000

#### 4.4 worldcard International Origination to U.S. Termination.

The following NPAs are blocked to prevent fraud and therefore calls cannot be originated/terminated until block is removed. The block can be removed from individual cards at the customer's request.

Bahamas (242)  
Barbados (246)  
Antigua and Barbuda (268)  
Dominican Republic (809)  
Trinidad and Tobago (868)  
St. Kitts and Nevis (869)

Country of Origination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Antigua (Barbuda)	\$1.4040	\$1.0000
Argentina	\$1.4040	\$1.0000
Australia (Tasmania, Chismas Islands, Cocos Islands)	\$0.5544	\$1.0000
Austria	\$0.7200	\$1.0000
Bahamas	\$1.1448	\$1.0000
Bahrain	\$2.0250	\$1.0000
Barbados	\$0.8352	\$1.0000
Belarus (Vitebsk, Grodno, Brest, Minsk, Moghilev, Gomel)	\$1.1520	\$1.0000
Belgium	\$0.7200	\$1.0000
Bermuda	\$1.1250	\$1.0000
Bolivia	\$1.8360	\$1.0000
Brazil	\$0.7488	\$1.0000
Brunei	\$2.2536	\$1.0000
Bulgaria	\$1.1520	\$1.0000
Chile	\$1.0440	\$1.0000
China	\$1.2384	\$1.0000
Colombia (San Andres Isl.)	\$0.9720	\$1.0000
Costa Rica	\$0.8136	\$1.0000
Croatia	\$1.1520	\$1.0000
Cyprus	\$1.1520	\$1.0000
Czech Republic	\$1.0440	\$1.0000
Denmark	\$0.7200	\$1.0000
Dominica	\$1.3500	\$1.0000
Dominican Republic	\$0.8280	\$1.0000
Egypt	\$1.4040	\$1.0000
El Salvador	\$1.4040	\$1.0000
Fiji Islands	\$2.2536	\$1.0000
Finland	\$0.7200	\$1.0000
France (Corsica Island)	\$0.4608	\$1.0000
French Guiana	\$1.1255	\$1.0000
Germany	\$0.4536	\$1.0000
Greece	\$0.9936	\$1.0000
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.1255	\$1.0000
Hong Kong	\$0.5904	\$1.0000

Hungary	\$0.7200	\$1.0000
Iceland	\$0.8568	\$1.0000
India	\$2.7000	\$1.0000
Indonesia (Do not cover East Timor)	\$1.3104	\$1.0000
Ireland	\$0.6840	\$1.0000
Israel-Bezeq (Not cover Palestinian Territories)	\$0.9648	\$1.0000
Italy (Elba Island, San Marino, Vatican City)	\$0.6480	\$1.0000
Japan	\$0.5616	\$1.0000
Kenya	\$2.1600	\$1.0000
Korea (South)	\$1.0368	\$1.0000
Latvia	\$1.4040	\$1.0000
Lithuania	\$1.0440	\$1.0000
Luxembourg	\$0.7200	\$1.0000
Macedonia	\$1.6200	\$1.0000
Malaysia (Peninsular Malaysia and East Malaysia)	\$1.2312	\$1.0000
Malta	\$0.9000	\$1.0000
Martinique	\$1.4040	\$1.0000
Mauritius	\$2.2536	\$1.0000
Mexico	\$0.9288	\$1.0000
Monaco	\$0.7200	\$1.0000
Netherlands	\$0.4392	\$1.0000
New Zealand (Chatham Islands)	\$1.1520	\$1.0000
Nicaragua	\$1.4328	\$1.0000
Norway (Jan Mayen, Svalbard Islands)	\$0.7200	\$1.0000
Panama	\$1.4040	\$1.0000
Peru	\$0.8568	\$1.0000
Philippines	\$1.1376	\$1.0000
Poland	\$1.0584	\$1.0000
Portugal (Azores, Madeira)	\$1.1016	\$1.0000
Reunion Island (France)	\$0.9000	\$1.0000
Romania	\$1.3500	\$1.0000
Russia	\$1.1520	\$1.0000
Senegal	\$2.2536	\$1.0000
Singapore	\$1.1520	\$1.0000
Slovak Republic	\$1.1520	\$1.0000
South Africa	\$0.9504	\$1.0000
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.8784	\$1.0000
Sri Lanka	\$1.8000	\$1.0000
St. Kitts & Levis	\$1.4040	\$1.0000
St. Pierre	\$1.4040	\$1.0000
Sweden	\$0.7200	\$1.0000
Switzerland (Do not cover Liechtenstein)	\$0.7200	\$1.0000
Syrian Arab Republic	\$1.7550	\$1.0000
Taiwan	\$0.5976	\$1.0000
Thailand	\$1.3608	\$1.0000
Trinidad & Tabago	\$1.3500	\$1.0000
Ukraine	\$1.1520	\$1.0000
United Kingdom (England, Scotland, Wales, Northern Ireland, Isle of Man, Guernsey, Channel Island)	\$0.3168	\$1.0000
Venezuela (Margarita Island)	\$0.8100	\$1.0000

#### 4.5 worldcard International Origination to International Termination.

Country of Termination	Switched Origination – Switched Termination Rate per Minute	Per Call Surcharge
Argentina	\$1.4774	\$1.00
Australia (Tasmania, Christmas Islands, Cocos)	\$0.7135	\$1.00

Islands)		
Austria	\$0.8864	\$1.00
Azores (Portugal)	\$1.7609	\$1.00
Belgium	\$0.7270	\$1.00
Bolivia	\$2.4001	\$1.00
Chile	\$1.6124	\$1.00
China	\$1.7226	\$1.00
Colombia (San Andres Isl.)	\$1.6832	\$1.00
Croatia, Republic of	\$1.4999	\$1.00
Czech Republic	\$1.1768	\$1.00
Denmark	\$0.5807	\$1.00
Dominican Republic	\$1.0645	\$1.00
El Salvador	\$1.2861	\$1.00
Finland	\$0.6370	\$1.00
France (Corsica Island)	\$0.5245	\$1.00
French Guyana	\$1.4346	\$1.00
Germany	\$0.6721	\$1.00
Greece	\$0.9092	\$1.00
Guadeloupe (St Barthelemy, St. Martin French Part, Marie Galante)	\$1.4346	\$1.00
Hong Kong	\$0.5605	\$1.00
Hungary	\$0.9824	\$1.00
Iceland	\$1.2524	\$1.00
Ireland	\$0.9809	\$1.00
Israel-Bezeq (Not cover Palestinian Territories)	\$0.9998	\$1.00
Italy (Elba Island, San Marino, Vatican City)	\$0.7614	\$1.00
Japan	\$0.9745	\$1.00
Korea, South	\$0.7101	\$1.00
Latvia	\$0.9850	\$1.00
Luxembourg	\$0.8586	\$1.00
Macedonia	\$2.3663	\$1.00
Madeira Islands	\$1.7609	\$1.00
Martinique	\$1.6463	\$1.00
Mexico	\$1.0836	\$1.00
Monaco	\$0.9938	\$1.00
Netherlands	\$0.5234	\$1.00
New Zealand (Chatham Islands)	\$0.6820	\$1.00
Norway (Jan Mayen, Svalbard Islands)	\$0.6280	\$1.00
Panama	\$0.7758	\$1.00
Philippines	\$1.0274	\$1.00
Poland	\$0.9722	\$1.00
Portugal (Azores, Madeira)	\$1.7609	\$1.00
Reunion Island	\$1.4346	\$1.00
Russia	\$1.6124	\$1.00
San Marino	\$0.7614	\$1.00
Singapore	\$0.5189	\$1.00
Slovak Republic	\$1.6911	\$1.00
South Africa	\$1.3446	\$1.00
Spain (Balearic Island, Canary Islands, Ceuta, Melilla Islands)	\$0.7742	\$1.00
St. Pierre & Miquelon	\$1.4346	\$1.00
Sweden	\$0.5796	\$1.00
Switzerland (Do not cover Liechtenstein)	\$0.4289	\$1.00
Ukraine	\$2.0061	\$1.00
United Kingdom (England, Scotland, Wales,	\$0.6314	\$1.00

Northern Ireland, Isle of Man, Guernsey, Channel Island)		
Vatican City	\$0.7614	\$1.00



FINET COMMODITY CODE(S):

96577000000 - TELEPHONE SERVICES, LONG DISTANCE AND LOCAL (INCLUDING TELEX AND WATTS SERVICES)

.